

Entergy Has Made False Statements

22. Following the ice storms of 2000 and 2001, our crews went out to restore service and to repair or replace damaged facilities. Entergy's allegations that we did not inspect or make repairs are not true. We worked just as hard as Entergy to correct ice storm damage. But since we did not believe it was safe for our workers or contractors to approach poles until Entergy cleared damaged or unsafe electric facilities, we often visited the poles after Entergy's crews. In other cases we could not even make repairs or restore service until Entergy had restored power service to our electronics.

23. Although we worked very hard to repair our facilities and restore service after the ice storms, we did not ride-out and inspect every inch of plant. To do so would be contrary to standard industry practice and, in any event, would have been logistically impossible. Upon information and belief, I do not believe Entergy inspected every attachment in its service area after the storm.

24. Contrary to Entergy's claims about maps, we did indeed provide Entergy with maps, at one time. When we did a ride out with Entergy and USS, they had old, outdated and, in many cases, inaccurate maps.

25. Entergy statements about Alliance's upgrade activities are also untrue. For example, Mr. Neumeier alleged that Alliance conducted an upgrade in 1999 in Plummerville and that it affected most of Alliance's attachments. This is false. Alliance did not perform an upgrade in 1999 in Plummerville. Alliance actually performed an upgrade several years later in 2003, but it did not visit each and every

pole as Mr. Neumeier argues. We did what we call a “retro” upgrade. Alliance simply changed out some of its heavy communications lines and replaced them with lighter weight fiber. In addition, Alliance removed its older electronics and replaced them with newer, smaller, lighter electronics. The net effect after Alliance was done was that it caused less stress on the poles and took up less space.

26. It is also my understanding that Entergy cites a number of downed cable television lines as evidence that cable operators somehow were negligent in maintaining their lines. The truth is that the cable lines Entergy refers to were service drops that went down during the ice storms of 2000/2001.

27. Additionally, Entergy’s allegation that I was unable to identify the 100 poles Entergy failed to find during its inspection is completely false. To the contrary, I identified the poles to Mr. Wagoner clearly and in a way that I was sure Mr. Wagoner understood. I think that this is a good example of the communications disconnect between USS, Entergy and the cable operators that lies at the root of this dispute.

USS’ Inspections Are Flawed And Provide No Benefit To Alliance

28. My experience is that the results of USS’ inspections are inconsistent at best. In my opinion, no two USS inspectors produce the same evaluation. I think USS’ inadequate results are because of poor training, little understanding of the NESC, a willingness to be flexible in one case while being rigid and unbending in an identical case.

29. At a fundamental level, the audit and inspection program is flawed in its design. Standard industry practice is to hire contractors to perform survey and inspection work on a per-pole not an hourly basis. Per pole payment creates an incentive for the contractor to do the work properly the first time because it cannot collect additional payment for time spent correcting defective work or defending its assessment.

30. Entergy's comparisons of USS rates with other firms' rates are deceptive. First, typically, parties negotiate a per-pole deal for the type of survey and inspection work for which Entergy contracted with USS. Second, for a contract of this size, I would expect other contractors to give a volume discount as well.

31. I understand that Entergy claims that it gave the cable operators the opportunity to participate in the audit. That is not true. The truth is that we had no input at all in the design of the audit and inspection.

32. Although I was able to ride out with Mr. Wagoner and observe USS conduct the inspections, I did not believe it was a productive use of my time to spend whole days riding along with USS when I could have been engaged in my normal duties. As a result, I stopped "participating" in the ride-alongs. In any event, it was unclear how I would dispute USS' findings. To me, being an observer was of little value.

33. Finally, I do not believe that USS' product provides any real value to Alliance. We do not need the maps they produce and we do not find the GPS data useful. In fact, I noticed on one of the ride-alongs that the GPS devices used by USS

can record erroneous data. On one occasion, for example, USS' GPS measurements showed the pole to be 60 feet away from where it actually stood.

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

RECEIVED - FCC

In the Matter of

ARKANSAS CABLE
TELECOMMUNICATIONS ASSOCIATION;
COMCAST OF ARKANSAS, INC.; BUFORD
COMMUNICATIONS I, L.P. d/b/a
ALLIANCE COMMUNICATIONS
NETWORK; WEHCO VIDEO, INC.; and
TCA CABLE PARTNERS d/b/a COX
COMMUNICATIONS,

Complainants

v.

ENTERGY ARKANSAS, INC.

Respondent.

JUN 10 2005

Federal Communication Commission
Bureau / Office

File No. EB-05-MD-004

REPLY DECLARATION OF CHARLOTTE DIAL

I declare under the penalty of perjury of the laws of the United States that the foregoing Reply Declaration is true and correct.

Date: 6/9/05


CHARLOTTE DIAL

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

RECEIVED - FCC

JUN 10 2005

In the Matter of

Federal Communication Commission
Bureau / Office

ARKANSAS CABLE
TELECOMMUNICATIONS ASSOCIATION;
COMCAST OF ARKANSAS, INC.; BUFORD
COMMUNICATIONS I, L.P. d/b/a
ALLIANCE COMMUNICATIONS
NETWORK; WEHCO VIDEO, INC.; and
TCA CABLE PARTNERS d/b/a COX
COMMUNICATIONS,

File No. EB-05-MD-004

Complainants

v.

ENTERGY ARKANSAS, INC.

Respondent.

REPLY DECLARATION OF CHARLOTTE DIAL

I, CHARLOTTE DIAL, hereby declare:

1. I am employed by WEHCO as Administrative Manager. My duties include overseeing the day-to-day operation of WEHCO's cable plant in Arkansas. I have extensive knowledge of the attachment of WEHCO's facilities to utility poles within Arkansas.

2. I became aware of this dispute between Entergy Arkansas, Inc. ("Entergy" or "EAI") during the course of my duties as Administrative Manager for WEHCO.

3. I incorporate, by reference, my Declaration that I submitted with the Complaint.

WEHCO Has Accepted Responsibility For Its Violations

4. WEHCO is willing to accept its fair share of responsibility and has made significant progress making changes to its plant, as required by Entergy. Contrary to what Entergy may assert, WEHCO is interested in reaching a reasonable compromise. For example, WEHCO is willing to have a Professional Engineer certify that certain conditions are Code-compliant, just not on a pole-by-pole or attachment-by-attachment basis.

Entergy Has Made False Statements

5. Entergy has made a number of false statements throughout the materials that it has filed in this case. For example, following the ice storms of 2000 and 2001, WEHCO crews went out to restore service and to repair or replace damaged facilities. Entergy's allegations that we did not inspect or make repairs are not true. We worked just as hard as Entergy to correct ice storm damage. But since we did not believe it was safe for our workers or contractors to approach poles until Entergy cleared damaged or unsafe electric facilities, we often visited the poles after Entergy's crews. In other cases after the storm, we could not even make repairs or restore service until Entergy had restored power service to our electronics.

6. In one example, an entire community in WEHCO's area lost service during the storm. In order to restore service, WEHCO had to inspect a significant portion of its plant serving that community. Since electricity restoration is a critical

element of restoring communications services, we followed Entergy's restoration crews. WEHCO obviously could not do its work in advance of Entergy's crews.

7. It is also my understanding that Entergy cites a number of downed cable television lines as evidence that cable operators somehow were negligent in maintaining their lines. The fact is that a lot of lines, including Entergy's, went down during the ice storms of 2000/2001.

8. WEHCO also categorically denies Entergy's claims that it had no notice of WEHCO's overlash and upgrade projects. WEHCO has historically had a positive working relationship with Entergy personnel with open lines of communication. Although no paper documentation may have changed hands, I know that WEHCO personnel discussed all major projects with Entergy personnel. Often this involved telephone calls and meetings in the field.

9. Prior to beginning its upgrades in Hot Springs, for example, WEHCO specifically notified Entergy that the project was going to commence. Moreover, during the course of the upgrade, WEHCO offered to provide an updated pole attachment count in real time as the upgrade progressed. Entergy declined this offer and stated that after the upgrade it would conduct an audit.

10. After the audit, the parties worked together to come up with a mutually acceptable attachment count by comparing maps. Essentially, we conducted a paper audit by comparing each others' maps and determining that the exact poles in question matched up on both parties' documentation.

11. As a part of the process, the parties shared information and, as a side benefit, Entergy was able to update its maps to include poles that weren't on Entergy's maps. WEHCO had no problem helping Entergy as a part of this process. After some back and forth, the parties reached an agreed upon number. In accordance with the parties' agreement and prior practices, WEHCO paid back-rent on attachments that were not previously captured in Entergy's records. In my opinion, in the end, Entergy came out ahead. It received full compensation for attachments, including back rent and updated its maps.

12. In my experience, Entergy's contractor Michael Bethea was helpful and willing to work with WEHCO to synchronize the parties' records and, above all, to make sure they were accurate. Mr. Bethea's cooperative attitude starkly contrasts with the game of "gotcha" WEHCO has experienced since USS arrived.

USS' Inspections Are Flawed And Provide No Benefit To WEHCO

13. The results of USS' inspections, on the other hand, are inconsistent at best.

14. At a fundamental level, the audit and inspection program is flawed in its design. Standard industry practice is to hire contractors to perform survey and inspection work on a per-pole pricing basis.

15. This creates an incentive for the contractor to do the work properly the first time because it cannot collect additional payment for time spent correcting defective work or defending its assessment.

16. Moreover, I am reluctant to contact Entergy or USS at all. I feel as if every contact is an opportunity to bill and that the meter is always running. In the end, it is extremely difficult to determine what exactly we are being billed for.

17. Furthermore, I don't think Entergy's comparisons of USS rates with other firms' rates is right. We almost always negotiate a per pole price for the type of survey and inspection work USS does. The higher hourly rates Entergy cites usually apply to additional services outside the scope of the contract. In other words, the other firms' hourly rates are irrelevant because I can't imagine a circumstance under which WEHCO would contract survey and inspection services on an hourly basis. Furthermore, when we hire contractors to do survey and inspection work, the contractors identify all of the problems on the poles and then identify the make-ready that must be completed to clear the pole. USS does not identify all the violations on a single pole. It issues a notification when it sees a violation on a pole and requires the attacher to identify any remaining violations.

18. In any event, I see no benefit to WEHCO from USS' inspections. For example, WEHCO derived no benefit from the GPS measurements USS recorded or the maps USS produced with them, especially considering that we helped Entergy update its maps a couple of years ago.

19. We have further concerns that the information we relay to USS is not accurately recorded in Entergy's records. In its Response, Entergy alleged that WEHCO failed to correct certain bonding violations that USS identified. This is incorrect. Entergy submitted a list of violations to WEHCO. WEHCO corrected all

but 55 of these because it determined that these remaining violations were on
Cebridge's (another operator) plant. WEHCO brought this to USS' attention and
USS' Troy Platt assured WEHCO that the records would be updated to reflect this.
I can see from the substance of Entergy's response, however, that these records
were not updated.

BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554

RECEIVED - FCC

JUN 10 2005

In the Matter of

Federal Communication Commission
Bureau / Office

ARKANSAS CABLE
TELECOMMUNICATIONS ASSOCIATION;
COMCAST OF ARKANSAS, INC.; BUFORD
COMMUNICATIONS I, L.P. d/b/a
ALLIANCE COMMUNICATIONS
NETWORK; WEHCO VIDEO, INC.; and
TCA CABLE PARTNERS d/b/a COX
COMMUNICATIONS,

File No. EB-05-MD-004

Complainants

v.


ENTERGY ARKANSAS, INC.

Respondent.

REPLY DECLARATION OF TONY ALLEN

I declare under the penalty of perjury of the laws of the United States that the foregoing Reply Declaration is true and correct.

Date: 6/9/05


TONY ALLEN

**BEFORE THE
FEDERAL COMMUNICATIONS COMMISSION
WASHINGTON, D.C. 20554**

RECEIVED

In the Matter of)
)
ARKANSAS CABLE)
TELECOMMUNICATIONS ASSOCIATION;)
COMCAST OF ARKANSAS, INC.; BUFORD)
COMMUNICATIONS I, L.P. d/b/a)
ALLIANCE COMMUNICATIONS)
NETWORK; WEHCO VIDEO, INC.; and)
TCA CABLE PARTNERS d/b/a COX)
COMMUNICATIONS,)

Complainants

v.

ENTERGY ARKANSAS, INC.

Respondent.

File No. EB-05-MD-004

JUN 13 2005

Chief, MDRD
Enforcement Bureau

RECEIVED - FCC

JUN 10 2005

Federal Communication Commission
Bureau / Office

REPLY DECLARATION OF TONY ALLEN

I, TONY ALLEN, declare:

1. I am employed by WEHCO as General Manager of East Arkansas Video. My duties include overseeing the company's cable facilities in Eastern Arkansas.
2. I have extensive knowledge of WEHCO's cable facilities throughout Arkansas.
3. I became aware of the above-captioned dispute with Entergy Arkansas, Inc. during the course of my duties as General Manager for WEHCO.

Outage Reports and Trouble Tickets

4. I personally reviewed the summary charts of the service outages Entergy provided as Exhibit 92 to its Response. Entergy listed the incidents without power outages or blinks as “false” outages. According to the charts, actual outages are where customers experienced a loss of power or a “blink.”

5. I also reviewed the individual trouble tickets at Exhibit 92 that pertained to WEHCO. Those exhibits show that only 58 were true outages. Additionally, in reviewing the outage reports, I saw nothing showing any causal connection to WEHCO’s facilities. Indeed, most of the reports do not involve cable plant at all.

6. In my experience, these “outage reports” are usually referred to as “trouble tickets” or “truck roll reports.” And, as far as I know, “trouble tickets” or “truck roll reports” are generated every time a utility receives any kind of report from customers or any person who sees a downed line or experiences a power outage, including cable employees.

7. Most of the “trouble tickets” involve incidents completely unrelated to an actual outage. For example, Trouble Ticket 1001045047 involved a landlord’s complaint that his tenant was powering his trailer by running an extension cord from the landlord’s trailer home. I don’t really see how this affects WEHCO. If these Trouble Tickets really did correspond with outages and widespread plant damage, I would have heard about them prior to this filing. As far as I know, Entergy never notified anyone from my company of the vast majority of these

incidents; and, at this point, it would be difficult, if not impossible to determine which party was actually responsible for a particular incident.

8. In any event, most of the tickets indicate that where there was a true outage, the cause is unknown. Specifically, only 58 out the 725 documents show actual outages; and 42 out of the 58 state "Cause Unknown." Even on some of the tickets that do assign responsibility to cable, it appears that any number of third-party activities could have contributed to the incident. For example, some indicate that a vehicle was caught on the cable line. At least one ticket described a dump truck's driving with its bed up and snagging a cable line. It is 100% possible that WEHCO's plant was code-compliant in this instance.

9. Moreover, as I indicated above, customers and other laypersons are often the source of a particular trouble ticket. But customers and other laypersons often do not know a cable line from a telephone line. In some cases, when the cable crew arrives following a report of a downed cable line, the crew discovers that the telephone line or other non-cable facilities are down. Without an idea of the knowledge level of the person making the call, it is difficult to assess the accuracy of the call.

10. Other trouble tickets that I reviewed show nothing more than a broken or downed cable service drop. During severe weather, it is not unusual for drops to break because they are very light-weight. But they are almost always lower on the pole than electric facilities and rarely cause an interruption in electric service. I believe it is extremely unfair and inaccurate to blame WEHCO for conditions that

were precipitated by one of the 2000 and 2001 ices storms, some of the worst storms in recent history.

11. I saw many other examples where Entergy incorrectly attributed trouble tickets to cable operators. It does not appear to me that Entergy engaged in any meaningful investigation or review before submitting these documents.

12. It is accurate to say, according to Entergy's reports, that over the course of six years, 17 outages *may* have *involved* WEHCO. But, I can only verify that 6 were actually caused by WEHCO facilities.

WEHCO Has Accepted Responsibility For Its Violations

13. WEHCO is willing to accept its fair share of responsibility and has made significant progress making changes to the plant as required by Entergy. We have acknowledged that certain low cables, certain missing guy wires and certain close separations between power and cable TV must be addressed. These are the kinds of items that we are working hard to correct. Moreover, we are willing to entertain the concept of having a Professional Engineer certify that certain conditions are Code-compliant so long as this is not a pole-by-pole or attachment-by-attachment requirement. Entergy, nevertheless, has tried to distort our position.

14. The majority of the changes required by Entergy can be made without involving Entergy or the telephone company and typically involve bonding, anchor replacements and adjustments to drops. But, it is impossible to correct every violation without the participation of other parties, including Entergy. Many of the

violations that Entergy cites cannot be corrected without Entergy's or telephone's participation.

15. Another big problem we have encountered with the inspection is that the standards used to identify safety violations vary between Entergy and USS. This can cause a lot of problems regarding the allocation of resources. We are a small operator and must carefully evaluate expensive, resource-draining projects. That is why it is so important to us that Entergy establish a consistent set of clear rules to apply so we can manage our plant according to those rules.

16. One of my problems with USS is that it does not purport to find every violation on every pole. Instead, USS' objective is merely to identify a problem pole and have the cable operator conduct a comprehensive review of the problems. I do not see what value WEHCO gets from this. The corollary to the problem is that USS does not issue documentation when it declares a pole violation-free. I feel more like WEHCO is being set up for future penalties and rounds of inspections than anything else. This means that if WEHCO calls USS out for a post-construction inspection, it does not get documentary proof.

17. I say "if" because WEHCO is reluctant to notify Entergy of the corrections because Entergy's post-construction inspections give rise to endless cycles of billing events. Receiving proof that a particular pole was cleared is important for future inspections so we are not held responsible for violations created by a third party, including Entergy.

Prior Practices Have Been Disregarded

18. The parties' prior course of dealing has always been—and continues in the field to be—that the parties bring any hazardous issues to the other's attention to address them as soon as possible. One of the fundamental breakdowns in the process appears to be with Entergy's refusal to acknowledge how its own field personnel manages joint use in the field.

19. Over the course of the parties' history, for example, Entergy has not been as concerned with guy markers, anchors or 12-inch separations between communications conductors as it seems to be now. Even assuming that Entergy is legitimately interested in implementing new standards, its field employees and construction crews do not implement these standards consistently. Furthermore, although Entergy's Joint Use personnel at headquarters may have intended for formal, written authorizations and documentations of all code variances, the fact remains that Entergy field personnel, with whom we have relationships in the field often grant oral approvals, waivers and variations.

EXHIBIT 1

platts

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▷▷▷ *To register or to obtain more information, visit the conference web site at www.events.platts.com*

2nd Joint Wire and Pole Usage Conference

Monday, July 18, 2005 — Pre-Conference Workshop

Update Joint Use Programs to Leverage Assets for Maximum Revenue Generation

7:45 a.m.

Registration

8:30 a.m.

Workshop Leader's Welcome and Opening Remarks

Often pole owners assume that the best way to correct a current issue with pole occupants is to engage in a new contract, without realizing that the current contract may provide them more immediate opportunities for revenue enhancement and protection. Also, a pole audit can furnish enough useful data to recover costs until they end up off-track because their contractor cannot provide the correct information. Hear from experts on how to assess your current infrastructure and contracts to capitalize on all due revenue.

Session I: Assess, Audit and Monitor the Asset Infrastructure — Poles, Conduits and Rights of Way

- Qualify and select an experienced 3rd party contractor to perform audits that can provide a complete data package
- Measure the long term revenue impact of a poor decision upfront with a pole attachment audit
- Jump start the cash flow from an audit

Session II: Control the Grey Areas in Current Contracts

- Negotiate applications that may not be addressed in the current pole attachment agreements
- Document decisions to provide precedence for future issues
- Achieve a successful outcome with other pole owners
- Apply the current agreement for a positive outcome for both pole owners and occupants

Session III: Determine If and When a New Contract Agreement is Necessary

- Review provisions of the current pole agreement
- Leverage all the benefits of the existing agreement before negotiating a new contract
- Review the boundaries of all contract rates, terms, and conditions

Mike E. Davis, Managing Partner, Joint Use Solutions, LLC

Joey Johnson, President, VentureSum Corporation

12:00 p.m.

Close of Workshop

There will be a 30 minute networking and refreshment break at 10 a.m.

▶▶▶ *To register or to obtain more information, visit the conference web site at www.events.platts.com*

5:00 p.m.



Utilitize Utility Infrastructure to Maximize All Revenue Opportunities

- Evaluate attachment policies and procedures
- Process attachment applications — Pre and post inspections
- Perform safety inspections
- Manage system upgrades
- Document attachment inventories

Dave Inman, Joint Use Administrator, Entergy

5:45 p.m.

Ensure Safe Attachment Positions on Poles — An Engineering Perspective

- Protect facilities and preserve asset reliability
- Evaluate cost effective GIS tools for managing inspection programs
- Prepare and plan for a safety inspection program
- Document safety inspection results
- Interpret National Electric Safety Code and contract requirements

Will Arnett, Vice President of Operation and Marketing, Utility Systems Corp

6:30 p.m.

Close of Day One

6:30–7:30 p.m.

Wine & Cheese Networking Reception

Join colleagues and friends in a relaxed setting.

Tuesday, July 19, 2005

7:45 a.m.

Continental Breakfast

8:15 a.m.

Conference Chairs' Review of Day One

Shirley Fujimoto, Partner, McDermott Will & Emery LLP

Christine Gill, Partner, McDermott Will & Emery LLP

8:30 a.m.

Application of the Pole Attachment Act to Wireless Equipment

- Importance of wireless siting issues
- The state of the law
- NCTA v. Gulf Power ("Gulf Power II") — U.S. Supreme Court 2002
- State wireless attachment law
- Review other considerations that impact wireless attachments

Christine Gill, Partner, McDermott Will & Emery LLP

9:15 a.m.

Examine the Pole Attachment Challenges for New Technology Deployment: Wi-Fi, Distributed Antenna Systems and BPL

- What is the current state of deployment for new technologies?
- Identify technical implications
 - attachment placement
 - design specifications
- Assess the legal/regulatory impact of new technology attachments
- What other operational issues should be considered when planning for new technology deployment?

Brett Kilbourne, Director of Regulatory Services & Associate Counsel, United Telecom Council

10:00 a.m.

Networking & Refreshment Break

▶▶▶ *To register or to obtain more information, visit the conference web site at www.events.platts.com*

Monday, July 18, 2005 — Main Conference

- 12:00 p.m. **Main Conference Registration**
- 1:15 p.m. **Conference Chairs' Welcome and Opening Remarks**
Shirley Fujimoto, Partner, McDermott Will & Emery LLP
Christine Gill, Partner, McDermott Will & Emery LLP
- 1:30 p.m. **Examine Pole Attachments and Rights-of-Way: Federal Statute Meets State Property Rights**
- Anatomy of a right-of-way lawsuit — theories of the case and questions of law
 - Update on fiber optic class action lawsuits
 - Right-of-way litigation against utilities
 - Rights-of-way under the Pole Attachments Act and related dockets
 - Effect of emerging technologies on rights-of-way
- Shirley Fujimoto, Partner, McDermott Will & Emery LLP*
- 2:15 p.m. **Litigating the Unauthorized Attachment Complaint**
- Position the foundation of your case at the state commission
 - Leverage audit data to make your case
 - Prepare for discovery issues: past practices, missing maps, and knowledge held by a retiring workforce
 - Assess potential remedies and solutions before a complaint is filed
 - Consider consequences in the regulatory arena
- Gerit Hull, Senior Counsel, PacifiCorp*
- 3:00 p.m. **Plan Ahead for Potential Joint Use Attachments**
- Keep attachment contracts in place and current
 - Assess completed bootleg audits
 - NESC compliance inspections on-going, including loading
 - Maximize attachment rates allowed by law
 - Reduce rental rates for quality performance
 - Implement sanctions for poor performance
 - Maintain compliance with pre and post inspections
- John P. Sullivan, General Manager, Utility Asset Management Group, Portland General Electric*
- 3:45 p.m. **Networking & Refreshment Break**
- 4:15 p.m. **Leverage Cost Effective Options for Make Ready Accommodations**
- Prioritize safety and reliability
 - Make ready processes and flow of work
 - Identify and capture all costs
 - Evaluate cost controls across the entire business
 - Cost allocations and collections between pole owner and occupants
- Candler Ginn, Director of Distribution Support, Georgia Power*

▶▶▶ To register or to obtain more information, visit the conference web site at www.events.platts.com

10:30 a.m.

**CASE
STUDY**

Wi-Fi Use of Utility Infrastructure — A Pole Owner's Perspective to Prepare for Occupancy and Protect Interests

- When is access mandated?
- What kinds of make ready changes must the pole owner undertake to accommodate attachments?
- Evaluate potential prices
- What are the operational impacts of permitting communications equipment in the power zone?
- What provisions should the pole owner negotiate into the access contract to protect their interests?

Tom St. Pierre, Senior Counsel, American Electric Power Company, Inc.

11:15 a.m.

**CASE
STUDY**

Build the Business Case to Co-Locate Wireless Attachments on Utility Company Property

- Develop recurring wireless revenues at no cost to the utility
- Identify unused assets
- Propose a business case
- Develop an internal cross functional team to review your applications for co-locations
- Install safe processes and procedures
- Identify other partnerships and opportunities in BPL, Wi-Fi, and other broadband technologies

Ron Bilodeau, Senior Consultant, Contracts, Nevada Power Company

12:00 p.m.

Luncheon

1:15 p.m.

**CASE
STUDY**

Wi-Fi Business Case for a Municipal Electric System

- Requirements and criteria for the business case
- Review the operational considerations for Wi-Fi
- Operating costs of Wi-Fi mesh networks
- Impact of mounting wireless routers on utility structures
- Utility case study example for a Wi-Fi investment

Mike Socha, Senior Project Manager, Finley Engineering Inc.

2:00 p.m.

**CASE
STUDY**

Recover Pole Attachment Costs for Wireless Attachments

- Overview of PCS attachments history within the Colorado area
- Manage governing jurisdictions and their perception of wireless attachments
- Justify wireless attachments onto utility infrastructure
- Assess fee owned property vs. easements and benefits
- Estimate and project up-front costs associated with wireless attachments
- Recover costs associated with wireless attachments

David P. Baca, PLS, Asset Utilization Coordinator, Xcel Energy, Inc.

3:00 p.m.

Close of Conference

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and receive your one-year
subscription along with a \$400
discount off the registration
fee. Missed the deadline?
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